

he had considerable difficulty in understanding *Vanderbergh v. Spooner*, but if he did so rightly it amounted to this, that a written agreement "A. agrees to buy B.'s horse for 10*l*." is not sufficient to satisfy the Statute, because it cannot be inferred by reasonable intendment that B. is the seller. And in *Sarl v. Bourdillon*, 1 C. B. N. S. 188, a signature by the defendant in the order-book of the plaintiff, on the fly leaf of which the latter's name was written, was holden enough. It has before been observed, that if there be a parol agreement as to the price or other terms not appearing on the memorandum, it is insufficient, *Elmore v. Kingscote*, 5 B. & C. 583, for the note must contain the terms of the bargain to be performed by the defendant; but if no agreement was made as to the price, then the law will ascertain what the article is reasonably worth, *Hoadley v. McLaine*, 10 Bing. 482. And so the contract may be good though silent as to the time or mode of payment, *Valpy v. Gibson*, 4 C. B. 835.¹⁵⁰ In *Williams v. Wood*, 16 Md. 220, it was held that an entry of a sale of coffee, not stating any credit, was not bad for want of a specification of the length of the credit, when, by mercantile usage, such a sale was a sale on six months' credit, the entry in connection with the usage being an entry of a sale on six months' credit.

In *Atwell v. Miller*, 6 Md. 10, a letter from the buyer to the seller asking for a bill of parcels of the goods was held not a sufficient writing, of itself, to witness the contract, but a circumstance in connection with other facts, which might tend to establish the contract, though a bill of parcels was sent in return.¹⁵¹ But a letter repudiating a contract may contain such language as to amount to a sufficient note of the bargain, *Bailey v. Sweeting*, 9 C. B. N. S. 843.

Signature.—Reference has been above made to the place of signature by the parties. It may be in any part of the instrument, *Batturs v. Sellers*, 5 H. & J. 117.¹⁵² A bill of parcels, in which the name of the vendor is printed and that of the vendee written by the vendor, is a sufficient memorandum of the contract to charge the vendor, *Schneider v. Norris*, 2 M. & S. 286. And so a bill of parcels in which the vendor's name
561 *was printed (see as to the printing or lithographing of deeds, &c., *Queen v. Registers of Middlesex*, 7 Q. B. 157), delivered to the vendee at the time of an order for the future delivery of goods, was considered a sufficient memorandum;¹⁵³ at all events, a subsequent letter, written and

¹⁵⁰ If, however, the time of delivery and mode of payment are agreed upon, the memorandum must state these terms; else it will be insufficient under the Statute. It must state all the terms of the sale that are fixed by the contract; and evidence is admissible to show that a signed memorandum does not contain all the terms verbally agreed upon, not for the purpose of contradicting the written agreement but to show that it does not fulfill the requirements of the Statute. *Fisher v. Andrews*, 94 Md. 46; *Kriete v. Myer*, 61 Md. 558.

¹⁵¹ A memorandum made by a salesman merely as an order to be filled by the principal is not sufficient. *McElroy v. Seery*, 61 Md. 389.

¹⁵² *Drury v. Young*, 58 Md. 546; *Smith v. Goldsborough*, 80 Md. 59.

¹⁵³ *Drury v. Young*, 58 Md. 546.